



## YORKSHIRE MARINE SERVICES LTD STANDARD TERMS AND CONDITIONS

### DEFINITIONS

"Surveyor" - The individual responsible for executing the tasks outlined in the scope, either as an employee or contractor representing Yorkshire Marine Services Ltd and considered to be a representative of the company.

"Client" - The entity or individual who provides the instructions for the Surveyor as outlined in the scope.

"Third Party" - Any person or entity that is not the Client or Surveyor.

"Work/Scope" - Refer to the same thing, being the agreed set of instructions provided by the Client.

"Writing" - Any written form of communication between parties, including but not limited to email, letters, and digital documents.

"Report" - The document produced by the surveyor upon completion of the work and payment. The report is considered the final product of the work carried out.

"Environment" - The location in which the work takes place, such as boat yards or dry docks. The specific location is clearly stated in all reports.

### RESPONSIBILITIES

The client is responsible for the following:

Providing the correct instructions in the initial agreement or before work begins. Any additional work must be agreed upon in writing by both parties.

Ensuring the vessel when having hull condition readings carried out is cleaned back to a flat, clean, and dry surface.

Advising of any changes to the initial agreement before the survey takes place.

Ensuring legal access to the vessel and granting access to the surveyor.

Ensuring the work environment is safe, free of common hazards, and maintaining safety throughout the work period.

Making sure the vessel is ready for the work to be carried out, including lift outs and use of dry docks or yards.

Keeping the report and any written communication confidential between themselves and Yorkshire Marine Services Ltd.

Treating the surveyor and Yorkshire Marine Services Ltd with respect

Not recording images/videos of the vessel during survey.

Not recording images, videos, voice recordings of the surveyor without the agreement of Yorkshire Marine Services Ltd.

### Cancellation Policy:

The client must provide written notice prior to the agreed work start date to cancel the work.

A partial fee may still be charged if the cancellation is not due to the surveyor's control and work has already begun.

The client does not have the right to cancel if work has already started without a valid reason or if safety is a concern. Mileage and accommodation may still be charged in these cases.

The client must make decisions on remedial work if suggested by the surveyor and inform the surveyor of any actions taken.

## Hold Harmless:

The surveyor is not responsible for loss or damages caused to property or vessel using tools designed and tested for the work scope.

The client is not responsible for injuries to the surveyor if caused by the surveyor's own negligence in a deemed safe area.

## WORK/SCOPE

The Surveyor will perform their duties with due care, skill, and attention. They agree to produce accurate reports using current knowledge and training in the field, including but not limited to industry institutes, insurance company requirements, safety schemes, maritime law, and safety regulations.

Work is considered to commence on the agreed date as stated in the written instruction from Yorkshire Marine Services Ltd. This is part of the cancellation rights for both parties.

The surveyor may use various data gathering tools during the scope, which will be listed by name and model in the report. If a tool fails during the survey, it will also be noted in the report.

The surveyor may take photos or videos to support the report, and the client agrees to this by accepting the scope of work. These images will be used solely for the purpose of producing the report and taken only of the vessel and surrounding areas.

Yorkshire Marine Services may subcontract part of the work, however, remains fully responsible for the performance and diligence of the subcontracted work. The client has the right to object to the subcontract on reasonable grounds.

In case the surveyor is unable to perform the work, the client will be informed in writing of the reason, and may incur partial fees, such as mileage and accommodation fees, if the cause is out of the surveyor's control. The client has the right to request a new scope, which may include the original instructions if desired.

The reports are the property of Yorkshire Marine Services Ltd, intended only for the named client and their use, and are protected by copyright. They must not be shared or duplicated without prior written consent from Yorkshire Marine Services Ltd.

## FEES

The client agrees to pay for the services provided by Yorkshire Marine Services Ltd within 30 days of the completion of the work. The report will not be released until payment has been received.

If payment is not received within 30 days, the survey will be deemed void and the report, if written, may be destroyed.

If the client is unable to make payment within 30 days, they must inform the surveyor within 14 days of the completion of the work. Yorkshire Marine Services Ltd may then decide to grant an extension, which will be communicated in writing.

The report will be sent to the client within 7 days of the surveyor's visit or from the date of payment.

In exceptional cases where the report cannot be sent within 7 days (e.g., due to illness or non-payment), the surveyor may extend this deadline. The client will be notified in writing in such cases.

## LIABILITY

### The surveyor will not be responsible for:

Cancelling the survey due to unsafe working conditions.

External factors causing cancellation, such as adverse weather, landowner refusal, or act of God.

Loss of survey documents beyond the surveyor's control. If found to be the surveyor's fault, a refund or free resurvey will be provided.

Equipment faults noted in the report.

Accidentally capturing items in images not intended for the survey and causing harm.

Reports are valid for up to 6 months, or 6 months after completion of necessary remedial action. After this, a new survey will be required.

The client has the right to additional copies with an administrative fee.

Changes to standard terms must be presented in writing by Yorkshire Marine Services Ltd.

Force majeure events, such as acts of God, war, pandemics, or government restrictions, allow for termination of agreement by either party.

## INSURANCE

The surveyor will hold a Professional Indemnity Insurance policy, at no cost to the client, to provide protection in case the surveyor is held liable under the terms and conditions.

Yorkshire Marine Services Ltd will hold a Public Liability Insurance policy, at no cost to other parties, to provide protection for the public, the company, and its surveyors in case of incidents that could result in liability under the terms and conditions.

## LAW

All terms in this document, contracts and any other agreement or actions carried out by Yorkshire Marine Services Ltd are by way of English Law. Any disputes arising with agreement of these terms are exclusive to the jurisdiction of the Courts of England and Wales.

## OTHER

These terms and conditions are binding on the client and the surveyor and constitute a contract between the two parties. The terms and conditions, as well as all related contracts and agreements, are subject to English law. In the event of any disputes arising from these terms, the exclusive jurisdiction for resolving such disputes lies with the courts of England and Wales. The terms and conditions, including all related contracts and agreements, remain the property and copyrighted material of Tom Deangelis and Yorkshire Marine Ltd. Any unauthorised use or duplication of these terms and conditions is strictly prohibited and may only be done with the prior written consent of Tom Deangelis and Yorkshire Marine Ltd.